

Supplemental Agreement

Covering

PERSONAL SAVINGS PLAN

EXHIBIT G

to

AGREEMENT

between

DELPHI CORPORATION

and

UAW

dated

September 18, 2003

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Delphi Corporation
and the UAW (Personal Savings Plan)**

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EXHIBIT G
SUPPLEMENTAL AGREEMENT
(Personal Savings Plan)

(1)

2007/06/25

G, Sect. 1

SUPPLEMENTAL AGREEMENT (PERSONAL SAVINGS PLAN)

On this 18th day of September, 2003, Delphi Corporation, hereinafter referred to as the Corporation or Delphi, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Agreement becomes a part, agree as follows:

SECTION 1. Establishment of Plan

Subject to the approval of its Board of Directors, which occurred on December 3, 2003, the Corporation established Personal Savings Plan for Hourly-Rate Employees in the United States, hereinafter referred to as the "Plan," a copy of which is attached hereto and made a part of this Agreement to the extent applicable to the employees represented by the Union and covered by this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

SECTION 2. Administration

The Corporation shall have the responsibility for administration of the Plan.

Notwithstanding Article VI, Section 6.04 of the Plan, distribution of all assets in the Account of a Participant who has been discharged shall be deferred, unless the Participant otherwise elects irrevocably, pending the final resolution of any grievance over such Participant's discharge pursuant to the Collective Bargaining Agreement.

G, Sect. 3

**SECTION 3. Non-Applicability of Collective
Bargaining Agreement Grievance
Procedure**

No matter respecting the Plan as supplemented by this Agreement or any difference arising thereunder shall be subject to the grievance procedure established in the Collective Bargaining Agreement between the Corporation and the Union.

SECTION 4. Governmental Rulings

The Plan and the Plan as it may be supplemented by superseding provisions of this Agreement are contingent upon and subject to the Corporation obtaining and retaining from the Internal Revenue Service a ruling, satisfactory to the Corporation, holding that the Plan meets the requirements of Section 401 of the Code, or any section of the Code which amends, supersedes, or supplements said section, and that any trust forming a part of the Plan is exempt from income taxation under Section 501(a) of the Code, or any section of the Code which amends, supersedes, or supplements said section. In the event the above ruling is not obtained, the Corporation, within 30 days after any such disapproval, will give written notice thereof to the Union.

Notwithstanding any other provisions of this Agreement or the Plan, the Corporation, with the consent of the Director of the General Motors Department of the Union, may, during the term of this Agreement, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or retain the ruling referred to in this Section 4. Any such revisions shall adhere as closely as possible to the language and intent of provisions outlined in this Agreement and the Plan.

G, Sect. 5

SECTION 5. Duration of Agreement

This Agreement and Plan as supplemented by this Agreement shall continue in effect until otherwise agreed to by the Corporation and the Union.

In witness hereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

**INTERNATIONAL
UNION, UAW**

RON GETTELFINGER
RICHARD SHOEMAKER
JIM BEARDSLEY
HENDERSON SLAUGHTER
JOE SPRING
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